

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

CONSUMERS INSURANCE USA	:	DOCKET NO. 2:19-CV-01853
	:	
v.	:	DECLARATORY JUDGMENT
	:	
HUNTLEIGH DEALERSHIP	:	
SERVICES, INC., and HUNTLEIGH	:	
BUS SALES, INC.	:	CIVIL ACTION

**ORDER**

AND NOW, this            day of            , 2019, upon consideration of the Motion for Summary Judgment of Plaintiff Consumers Insurance USA, opposing papers, and arguments of counsel, it is hereby ordered that:

1.        The Motion for Summary Judgment of Plaintiff Consumers Insurance USA is GRANTED;

2.        Consumers Insurance USA has no duty to insure, defend, or indemnify Huntleigh Dealership Services, Inc., or Huntleigh Bus Sales, Inc., for any claims or causes of action arising out of the bus accident of May 15, 2017 on Interstate-95 at or near Havre de Grace, Harford County, Maryland, and including, but not limited to the claims and causes of action set forth or asserted in the following cases:

Drexel Paulmier, a minor, by and through his parent and natural guardian Greg Paulmier, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003154;

Dea Carter, a minor, by and through her mother and natural guardian Dea Alexander, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003078;

Elijah A. Allen, a minor, by and through his parents and natural guardians Lisa Moton and Stephen Allen, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003177;

Elijah Mullen-Fripps, a minor, by and through his parent and natural guardian Catherine Battle, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003151;

Saniyah Copeland, a minor, by and through her parents and natural guardians Scott Copeland and Shonda Corbett, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003216;

Kayla Daniel, a minor, by and through her parents and natural guardians Haidache and Rebecca Daniel, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003207;

Gervone Elliott and Devaroe Elliott, w/h, indiv. and as parents and natural guardians of T.E., a minor v. Clarence Beamer, Jr., et al., November Term 2018, No. 003185;

Elvin N. Cruz, a minor, by and through his parent and natural guardian Estefani Rush, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003219;

[REDACTED], a minor, by and through her parent and natural guardian Yuma Euell, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003212;

Monet Davis, a minor, by and through her legal guardian Annette Frazier, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003220;

Madison Merritt, a minor, by and through her parents and natural guardians Tiffany Graham and Bryon Merritt, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003173;

Kyla Hayes, a minor, by and through her parent and natural guardian Khari Hayes, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003182;

Brittany Jacobs, an incapacitated person, by and through her mother and plenary guardian, Lynn Jacobs, Kimberly Smith and Ronald Smith, Jr., h/w, Noah Kensey, a minor, by and through his parents and natural guardians Shanita Kensey and Brian Kensey, et al., Sanaia Jones, a minor, by and through her parents and natural guardians Tiffany Jones and Patrick Jones, et al., Amani Midgette-Muhammad, a minor, by and through her mother and natural guardian Enonge Mallard, et al., Charlotte Carlies, a minor, by and through her parents and natural guardians BettyAnn Carlies and Charles Carlies, et al., Charles Carlies, and Courtney Brown, a minor, by and through her parents and natural guardians Shanda Brown and Gregory Brown, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003180;

Kareem Callender-Daniel, a minor, by and through his parent and natural guardian Allan Daniel, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003158;

Elizabeth Laureano and Edwin Laureano, h/w, as parents and natural guardians of A.L., a minor v. Clarence Beamer, Jr., et al., November Term 2018, No. 003228;

Sincere Fullerton, a minor, by and through his legal guardian and paternal grandmother Darcel McClean, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003174;

Christian Porterfield, a minor, by and through his parent and natural guardian Shaneia Porterfield, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003192.

3. Insurance coverage under Consumers Insurance USA Policy No. AD 29160359-4, policy period November 30, 2014 to November 30, 2015, and renewal policy period November 30, 2015 to November 30, 2016, including its declarations, central terms, amendments, and endorsements, does not apply to any claims and causes of action set forth in paragraph 2, supra.

BY THE COURT:

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J.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

CONSUMERS INSURANCE USA	:	DOCKET NO. NO. 2:19-CV-01853
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HUNTLEIGH DEALERSHIP	:	
SERVICES, INC., and HUNTLEIGH	:	
BUS SALES, INC.	:	CIVIL ACTION

**MOTION FOR SUMMARY JUDGMENT OF  
PLAINTIFF CONSUMERS INSURANCE USA**

Plaintiff Consumers Insurance USA, by and through its counsel, Billet & Associates, LLC, hereby moves for summary judgment and, in support thereof, avers the following:

**I.**

**EXHIBITS**

True and correct copies of the following exhibits are attached hereto, made a part hereof, and marked as follows:

Exhibit "A"	Consumers Insurance policy, policy period 11/30/14 – 11/30/15;
Exhibit "B"	Consumers Insurance policy, renewal policy period 11/30/15 – 11/30/16;
Exhibit "C"	Complaint <u>Drexel Paulmier, a minor, by and through his parent and natural guardian Greg Paulmier, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003154;</u>
Exhibit "D"	Complaint <u>Dea Carter, a minor, by and through her mother and natural guardian Dea Alexander, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003078;</u>

- Exhibit “E” Complaint  
Elijah A. Allen, a minor, by and through his parents and natural guardians Lisa Moton and Stephen Allen, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003177;
- Exhibit “F” Complaint  
Elijah Mullen-Fripps, a minor, by and through his parent and natural guardian Catherine Battle, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003151;
- Exhibit “G” Complaint  
Saniyah Copeland, a minor, by and through her parents and natural guardians Scott Copeland and Shonda Corbett, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003216;
- Exhibit “H” Complaint  
Kayla Daniel, a minor, by and through her parents and natural guardians Haidache and Rebecca Daniel, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003207;
- Exhibit “I” Complaint  
Gervone Elliott and Devaroe Elliott, w/h, indiv. And as parents and natural guardians of T.E., a minor v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003185;
- Exhibit “J” Complaint  
Elvin N. Cruz, a minor, by and through his parent and natural guardian Estefani Rush, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003219
- Exhibit “K” Complaint  
[REDACTED], a minor, by and through her parent and natural guardian Yuma Euell, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003212;
- Exhibit “L” Complaint  
Monet Davis, a minor, by and through her legal guardian Annette Frazier, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003220;
- Exhibit “M” Complaint  
Madison Merritt, a minor, by and through her parents and natural guardians Tiffany Graham and Bryon Merritt, et al. v. Clarence



Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003173;

Exhibit “N”

Complaint

Kyla Hayes, a minor, by and through her parent and natural guardian Khari Hayes, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003182;

Exhibit “O”

Complaint

Brittany Jacobs, an incapacitated person, by and through her mother and plenary guardian, Lynn Jacobs, Kimberly Smith and Ronald Smith, Jr., h/w, Noah Kensey, a minor, by and through his parents and natural guardians Shanita Kensey and Brian Kensey, et al., Sanaia Jones, a minor, by and through her parents and natural guardians Tiffany Jones and Patrick Jones, et al., Amani Midgette-Muhammad, a minor, by and through her mother and natural guardian Enonge Mallard, et al., Charlotte Carlies, a minor, by and through her parents and natural guardians BettyAnn Carlies and Charles Carlies, et al., Charles Carlies, and Courtney Brown, a minor, by and through her parents and natural guardians Shanda Brown and Gregory Brown, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003180;

Exhibit “P”

Complaint

Kareem Callender-Daniel, a minor, by and through his parent and natural guardian Allan Daniel, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003158;

Exhibit “Q”

Complaint

Elizabeth Laureano and Edwin Laureano, h/w, as parents and natural guardians of A.L., a minor v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003228;

Exhibit “R”

Complaint

Sincere Fullerton, a minor, by and through his legal guardian and paternal grandmother Darcel McClean, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003174;

Exhibit “S”

Complaint

Christian Porterfield, a minor, by and through his parent and natural guardian Shaneia Porterfield, et al. v. Clarence Beamer, Jr., et al., CCP, Phila., November Term 2018, No. 003192;

Exhibit “T”

Purchase Agreement, April 3, 2015;

Exhibit “U”

Notice of Non-Renewal, September 30, 2016;

Exhibit “V”	Denial of coverage letter, January 21, 2019;
Exhibit “W”	Department of State Business History - Werner Bus Lines;
Exhibit “X”	Declaratory Judgment Complaint (this case, without exhibits);
Exhibit “Y”	Answers of Huntleigh to Consumers’ Requests for Admissions;
Exhibit “Z”	Huntleigh’s Answer to Complaint.

## II.

### PRELIMINARY STATEMENT

Consumers Insurance USA (hereinafter “Consumers”) seeks a declaratory judgment to determine its rights and obligations with regard to defendants Huntleigh Dealership Services, Inc., and Huntleigh Bus Sales, Inc. (hereinafter collectively “Huntleigh”), arising out of a bus accident on May 15, 2017, under Consumers Insurance Policy No. AD 29160359-4, which had a policy period of November 30, 2014 to November 30, 2015, and a renewal policy period of November 30, 2015 to November 30, 2016 (hereinafter, the “Consumers Insurance policy”). See Exhibits “A” and “B.”

Huntleigh was in the business of used bus sales. See Exhibit “T.” Consumers’ coverage was a “garage policy” that insured Huntleigh’s “garage operations,” including its inventory of buses during the policy period. See Exhibits “A” and “B,” each at Garage Coverage Form (Insurance Services Office (“ISO”) form Commercial Auto CA 00 05 03 10), Section II(A)(1-2), pp. 2-3 of 17. In this case, Huntleigh sold the school bus to Werner Bus Lines on April 3, 2015. See Exhibit “T,” Exhibit “Z” at ¶¶ 11-12, and “Y,” answers to requests for admissions 1. Consumers last insured Huntleigh on November 30, 2016. See Exhibit “Y,” answers to requests for admissions 2, 3, 4, 6, and 9. Accordingly, at the time of the accident, the bus was no longer

part of “garage operations.” Consumers’ policy had been expired for five and a half months, and the bus had not been owned by Huntleigh or insured by Consumers in over two years. See Exhibit “Y,” answers to requests for admissions 2, 3, 4, 6, and 9. As a result, Consumers seeks a declaratory judgment that it does not owe insurance coverage or a defense to Huntleigh for any of the bus accident claims, as Consumers did not insure Huntleigh or the bus at the time of the bus accident. There is no genuine issue of material fact relevant to the issues in this motion. See Fed. R. Civ. P. 56(a). Consumers Insurance USA is entitled to judgment as a matter of law. Id.

WHEREFORE, it is respectfully submitted that summary judgment should be entered in favor of plaintiff Consumers Insurance USA as a matter of law, and that an order should be entered stating:

1. The Motion for Summary Judgment of Plaintiff Consumers Insurance USA is GRANTED;

2. Consumers Insurance USA has no duty to insure, defend, or indemnify Huntleigh Dealership Services, Inc., or Huntleigh Bus Sales, Inc., for any claims or causes of action arising out of the bus accident of May 15, 2017 on Interstate-95 at or near Havre de Grace, Harford County, Maryland, and including, but not limited to the claims and causes of action set forth or asserted in the following cases:

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Saniyah Copeland, a minor, by and through her parents and natural guardians Scott Copeland and Shonda Corbett, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003216;

Kayla Daniel, a minor, by and through her parents and natural guardians Haidache and Rebecca Daniel, et al. v. Clarence Beamer, Jr., et al., November Term 2018, No. 003207;

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By:

   
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